First Report of Ethics Compliance Monitor Nancy B. Rapoport — [November 25, 2023]

Pursuant to the *Order Appointing Nancy Rapoport as Ethics Compliance Monitor* dated August 7, 2023 [Docket No. 363] (the "Monitor Order"), this is my first report ("First Report") to this Court. As is my usual practice when filing reports with a Court, I shared initial drafts of this First Report with representatives of Morning Law Group, the Official Committee of Unsecured Creditors ("Creditors' Committee"), and the Trustee in order to give them an opportunity to comment and to correct any potential misstatements.

#### General Observations

The Monitor Order itself; scope of my appointment. In the Monitor Order, this Court appointed me to "monitor the Buyer's compliance with generally understood ethical standards and consumer protection obligations relating thereto and not to act as an attorney or to provide any legal advice whatsoever to the Buyer or to any of the Buyer's to-be-assumed clients. Given the reach of the operations, Monitor's role shall not include specific compliance with any given state's ethics rules but will be based on generally established legal ethics principles." Monitor Order at para. 2, p. 3; see also id. at para. 4, pp. 3-4. In this role, I am "vested with all rights and powers reasonably necessary to carry out such powers, duties, authority, and responsibilities. In the event of any conflict between the APA and this Order, the terms of this Order shall control." Id. at para. 5, p. 4.

In particular, my duties include the following:

- 6. a. work with all diligence to confirm and oversee compliance with the ethical issues raised as part of the representations and warranties of the Buyer as set forth in the APA, including but not limited to sections 12(j) through 12(k), section 12(m) and sections 12(q), as follows ...:
  - i. Buyer's LSAs and the implementation thereof have been modified ("Modified LSA's") for compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), the Telemarketing Sales Rule, 16 C.F.R. Part 310 (the "TSR"), and the Credit Repair Organizations Act, 15 U.S.C. § 1679 (the "CROA"), as well as all applicable laws and regulations as well as any Order of the Bankruptcy Court;

- ii. The performance of the Modified LSAs will similarly comply with the TCPA, TSR, and the CROA, as well as all applicable laws and regulations as well as any Order of the U.S. Bankruptcy Court;
- iii. Review and recommend the procedures to assume and assign the reformed LSAs as set forth in the APA, and as may be further ordered by the Bankruptcy Court;
- iv. Buyer's cooperation with the requests, oversight, and inquiries of the Monitor;
- v. Buyer's provision of profit and loss statements, balance sheets, deposit accounts, and other financial information related to the Active Executory Contracts and Inactive Executory Contracts being purchased by Buyer; and
- vi. Buyer's provision of both reports and administrative access into Buyer's ACH processing merchant account and related bank accounts, as well as customer relationship management software, such as Debt Pay Pro (or other similar software) for the purpose of monitoring Buyer's compliance with the APA as it relates to Active and Inactive Executory Contracts it is purchasing.

b. work with all diligence to confirm and oversee reformation of the terms of Buyer's Legal Services Agreement; c. provide regular reports to the Bankruptcy Court, which reports shall be filed on the Bankruptcy Court's docket, with electronic notice to the Trustee and Committee, and which reports may include a discussion of the Buyer's possible violation of generally accepted legal ethics principles, if any.

Id. at para. 6, pp. 3-4. Pursuant to the Monitor Order, this First Report was due no later than the "120<sup>th</sup> day after the Closing," and subsequent reports are due at 90-day intervals. Id. at para. 7, pp. 6-7.

Cooperation from all parties. From the moment that I began working with Morning Law Group ("MLG")—in particular, with Joshua Armstrong and members of his team, and with MLG's bankruptcy counsel Zev Shechtman—I was pleased to see that MLG had a "clients-first" attitude. MLG was intent on ensuring that its Legal Services Agreements were written in easy-to-understand language, not legalese; that the 90-Day Notice sent to Litigation Practice Group's former clients was equally clear; that any financial audits requested by the Trustee or the Creditors' Committee protected confidential client information; and that its operations stayed far away from the behaviors

that I have had with MLG, I have had equally productive discussions with the Trustee and with counsel for the Trustee and for the Creditors' Committee. In my opinion, everyone with whom I am working wants to see MLG's representation of its clients succeed.

The one problem so far: my delayed payments. Paragraph 7 of the Monitor Order provides in part:

7. The Monitor shall, among other things, and subject to this Order of Appointment:

b. serve, without bond or other security, with the Monitor's fees subject to final approval by the Bankruptcy Court, subject to the fee allocation provisions between the Estate and Buyer, as set forth at section 3, above; the Monitor may submit interim fee applications no more often than every 120 days pursuant to the Local Bankruptcy Rules. In the interim, the Bankruptcy Court will authorize the payment of 80% of fees and 100% expenses each month, based on a monthly fee statement to be filed with the Bankruptcy Court. A fee application shall be filed no sooner than every 120 days. It is further provided that the Monitor shall be authorized to use the services of Special Counsel to the Trustee for the purpose of preparing and submitting such fee applications and in filing any reports or other pleadings with the Bankruptcy Court....

In order to comply with other orders of this Court concerning the use of funds, the Trustee's counsel and Morning Law Group agreed, on October 12, 2023, that Morning Law Group would advance my 80% fees/100% expense payments for July, August, and September. On November 13, 2023, this Court entered an order approving the stipulation [Docket No. 622], in its Order Approving Stipulation Between Chapter 11 Trustee and Morning Law Group, P.C. Re: Payment of Monitor's Fees [Docket No. 661]. I am holding off on my first fee application so that it can be heard at the same time as the other fee applications (which, to the best of my understanding, is in February 2024).

## Specific Tasks Undertaken

The 90-Day Notice and the Legal Services Agreements. I reviewed the draft 90-Day Notice required by California law and the draft Legal Services Agreements for clients who either opted in (per the 90-Day Notice) or who failed to opt out of representation by MLG, and I made suggestions

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as to wording. In particular, we focused on the clarity of the language of the 90-Day Notice and, for the Legal Services Agreement, on ways to ensure that clients understood not just what services were and were <u>not</u> covered by the Legal Services Agreement but also that clients understood how they could convey information to MLG about intrusive telephone calls from creditors that the clients might experience.

The Phoenix Law Group/Litigation Practice Group Disengagement Letters. I reviewed the form of Disengagement Letter that Phoenix Law Group/Litigation Practice Group intended to send to its clients and made suggestions as to wording.

Discussions with various state Attorneys General. I have been in contact with attorneys for the attorneys general and consumer protection divisions of several states. (Each of them has asked me to keep the names confidential—except to the Court—in order not to compromise any of the actions that they might be contemplating.) These attorneys reached out to me to ask specific questions about MLG's operations, and we have decided to have regular meetings so that they can pass along any regulatory concerns that they have. These discussions have, to date, focused on whether MLG needs to be licensed or bonded anywhere, how MLG is protecting its clients' interests, and how MLG will determine whether its clients actually need MLG's services or should be referred out to other lawyers. At one of these meetings, Joshua Armstrong and one of his team members were also present, and they emphasized to the other meeting participants that MLG is prepared to answer any questions that come up about compliance or consumer protection issues. I have also reviewed MLG's correspondence to the California Attorney General's Office and the Ohio Attorney General's Office.

Notice of Assumption and Assignment. I discussed with the Creditors' Committee, the Trustee, and MLG ways to reduce any confusion that recipients of a Notice of Assumption and Assignment might have, given that these recipients would also have received the 90-Day Notice from MLG prior

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to receiving the Notice of Assumption and Assignment. There were several meetings regarding the wording of this Notice, in part because I wanted to ensure that the Notice minimized the confusion that LPG's clients might have in receiving the Notice after having received Morning Law Group's 90-Day Notice several weeks earlier. We also discussed the method of distribution of the notice. I have also reviewed the FAQs associated with the Notice of Assumption and Assignment. Most recently, I responded to an email from an LPG creditor who had questions about his agreement with LPG.

Discussions about alleged failures of Phoenix Law. I have been monitoring the docket to see if any Litigation Practice Group clients have had issues with Phoenix Law Group, and as any allegations have surfaced, I have spoken with Morning Law Group to get more information. Discussions included whether LPG, Phoenix Law, or MLG was representing various clients. Morning Law Group was able to answer all of my questions to my satisfaction.

Discussion with Force 10, the Creditors' Committee, the Trustee, and MLG. In one of the first interactions that Force 10 had with MLG, it requested certain information that would possibly have compromised confidential client information. We developed a system for providing anonymized client information to the Creditors' Committee from a Force 10 audit, and we entered into a stipulated protective order to ensure that client confidential material stays protected.

Joint letter from Trustee and Monitor to state court judges. I participated in drafting a letter to state court judges who were unhappy that Dan March had not appeared in certain matters before them and were not permitting attorneys assigned by MLG, pursuant to the Interim Association Agreement, to appear. The letter explained that LPG's records were poor, and that MLG, in several matters, had not even been aware that the matters existed. It is my understanding that the letter has not yet been finalized, but given the timing of the 90-day period and the fact that MLG is now substituting in officially as counsel, the issue may be moot.

Review of draft website. I reviewed the draft website for MLG and made suggestions.

Review of welcome letter to clients. I reviewed the form welcome letter to clients and made suggestions.

Discussions about reporters' questions. I have joined in discussions about various reporters' questions regarding MLG's handling of client matters, and I have spoken with reporters myself.

Client migration. I have discussed with MLG the process of migrating clients from an old client management system to a new one, and I am comfortable with the measures that MLG is taking during the migration.

## Specific Tasks Not Yet Undertaken

Now that MLG is up and running with its new client base, my next series of tasks will include the following:

- 1. A review of MLG's standard operating procedures.
- 2. An audit of client funds held by MLG.
- 3. Spot-checks of any client intake procedures.

#### Conclusion

I have been pleased to see the customer-focused approach that MLG has displayed throughout my time working with the team. This team is committed to providing legal services the right way, and we have developed a collaborative relationship.

I am happy to answer any questions that the Court might have about this First Report.

Respectfully submitted,

Nancy B. Rapoport

Monitor

Las Vegas, NV

November 25, 2023

# PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document FIRST REPORT OF ETHICS COMPLIANCE MONITOR NANCY B. RAPOPORT

will be served or was served (a) on the judge in char and (b) in the manner stated below:	mbers in th	e form and manner required by LBR 5005-2(d);
1. TO BE SERVED BY THE COURT VIA NOTICE (General Orders and LBR, the foregoing document with document. On November 27, 2023, I checked the Claroceeding and determined that the following person transmission at the email addresses stated below:	rill be serve M/ECF do	ed by the court via NEF and hyperlink to the cket for this bankruptcy case or adversary
	$\boxtimes$	Service information continued on attached page
2. <u>SERVED BY UNITED STATES MAIL</u> : On November 27, 2023, I served the following perso bankruptcy case or adversary proceeding by placing United States mail, first class, postage prepaid, and declaration that mailing to the judge will be complete	a true and addressed	d correct copy thereof in a sealed envelope in the das follows. Listing the judge here constitutes a
		Service information continued on attached page
3. SERVED BY PERSONAL DELIVERY, OVERNIC method for each person or entity served): Pursuant 2023, I served the following persons and/or entities be consented in writing to such service method), by fact here constitutes a declaration that personal delivery than 24 hours after the document is filed.	to F.R.Civ by persona simile tran	.P. 5 and/or controlling LBR, on November 27, all delivery, overnight mail service, or (for those who smission and/or email as follows. Listing the judge
JUDGE'S COPY - VIA FEDEX The Honorable Scott C. Clarkson United States Bankruptcy Court Central District of California Ronald Reagan Federal Building and 411 West Fourth Street, Suite 5130 Santa Ana, CA 92701-4593		
		Service information continued on attached page
I declare under penalty of perjury under the laws of t	he United	States that the foregoing is true and correct.
November 27, 2023 Caron Burke		/s/ Caron Burke
Date Printed Name		Signature

### 1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Keith Barnett on behalf of Defendant Payliance, LLC keith.barnett@troutman.com, kelley.wade@troutman.com

Bradford Barnhardt on behalf of Interested Party Courtesy NEF bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com,kfrederick@ecf.courtdrive.com

Eric Bensamochan on behalf of Creditor Affirma, LLC eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Creditor Oxford Knox, LLC eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Courtesy NEF eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Eric Bensamochan eric@eblawfirm.us, G63723@notify.cincompass.com

Peter W Bowie on behalf of Trustee Richard A Marshack (TR) peter.bowie@dinsmore.com, caron.burke@dinsmore.com

Ronald K Brown on behalf of Creditor SDCO Tustin Executive Center, Inc. ron@rkbrownlaw.com

Christopher Celentino on behalf of Plaintiff Richard A. Marshack christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Christopher Celentino on behalf of Trustee Richard A Marshack (TR) christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Shawn M Christianson on behalf of Interested Party Courtesy NEF cmcintire@buchalter.com, schristianson@buchalter.com

Randall Baldwin Clark on behalf of Interested Party Randall Baldwin Clark rbc@randallbclark.com

Leslie A Cohen on behalf of Defendant Lisa Cohen leslie@lesliecohenlaw.com; jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com

Leslie A Cohen on behalf of Defendant Rosa Bianca Loli leslie@lesliecohenlaw.com; jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com

Leslie A Cohen on behalf of Interested Party Courtesy NEF leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Aaron E. DE Leest on behalf of Interested Party Courtesy NEF adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Michael T Delaney on behalf of Defendant Fidelity National Information Services, Inc. dba FIS mdelaney@bakerlaw.com, TBreeden@bakerlaw.com

Jenny L Doling on behalf of Interested Party INTERESTED PARTY jd@jdl.law,

dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com;jdoling@jubileebk.net

Jenny L Doling on behalf of Interested Party National Association of Consumer Bankruptcy Attorneys id@idl.law.

dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com;jdoling@jubileebk.net

Jenny L Doling on behalf of Interested Party National Consumer Bankruptcy Rights Center id@idl.law,

dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com;jdoling@jubileebk.net

Daniel A Edelman on behalf of Creditor Carolyn Beech dedelman@edcombs.com, courtecl@edcombs.com

William P Fennell on behalf of Creditor Validation Partners LLC

william.fennell@fennelllaw.com,

luralene.schultz@fennelllaw.com;wpf@ecf.courtdrive.com;hala.hammi@fennelllaw.com;naomi.cwalinski@fennelllaw.com;samantha.larimer@fennelllaw.com

Eric Gassman on behalf of Creditor Herret Credit erg@gassmanlawgroup.com, gassman.ericb112993@notify.bestcase.com

Christopher Ghio on behalf of Plaintiff Richard A. Marshack christopher.ghio@dinsmore.com,

nicolette.murphy@dinsmore.com;angelica.urena@dinsmore.com;deamira.romo@dinsmore.com

Christopher Ghio on behalf of Trustee Richard A Marshack (TR)

christopher.ghio@dinsmore.com,

nicolette.murphy@dinsmore.com;angelica.urena@dinsmore.com;deamira.romo@dinsmore.com

Amy Lynn Ginsburg on behalf of Creditor Amy Ginsburg efilings@ginsburglawgroup.com

Amy Lynn Ginsburg on behalf of Creditor Kenton Cobb efilings@ginsburglawgroup.com

Amy Lynn Ginsburg on behalf of Creditor Shannon Bellfield efilings@ginsburglawgroup.com

Eric D Goldberg on behalf of Defendant Stripe, Inc. eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com

Jeffrey I Golden on behalf of Creditor Affirma, LLC igolden@go2.law,

kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeff reyi.b117954@notify.bestcase.com

Jeffrey I Golden on behalf of Creditor Anaheim Arena Management, LLC jgolden@go2.law,

kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeff reyi.b117954@notify.bestcase.com

Jeffrey I Golden on behalf of Creditor Anaheim Ducks Hockey Club, LLC jgolden@go2.law,

kadele@ecf.courtdrive.com; cbmeeker@gmail.com; lbracken@wgllp.com; dfitzgerald@go2.law; golden.jeffreyi.b117954@notify.bestcase.com

Jeffrey I Golden on behalf of Creditor Oxford Knox, LLC jgolden@go2.law,

kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeff revi.b117954@notify.bestcase.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Jeffrey I Golden on behalf of Interested Party Courtesy NEF jgolden@go2.law,

kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeff reyi.b117954@notify.bestcase.com

Richard H Golubow on behalf of Creditor Debt Validation Fund II, LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

Richard H Golubow on behalf of Creditor MC DVI Fund 1, LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

Richard H Golubow on behalf of Creditor MC DVI Fund 2, LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

David M Goodrich on behalf of Creditor United Partnerships, LLC dgoodrich@go2.law, kadele@go2.law;dfitzgerald@go2.law;wggllp@ecf.courtdrive.com

David M Goodrich on behalf of Interested Party Courtesy NEF dgoodrich@go2.law, kadele@go2.law;dfitzgerald@go2.law;wggllp@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF ehays@marshackhays.com,

ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF ehays@marshackhays.com,

ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Trustee Richard A Marshack (TR) ehays@marshackhays.com,

ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

Alan Craig Hochheiser on behalf of Creditor City Capital NY ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com

Garrick A Hollander on behalf of Creditor Debt Validation Fund II, LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

Garrick A Hollander on behalf of Creditor MC DVI Fund 1, LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

Garrick A Hollander on behalf of Creditor MC DVI Fund 2, LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com

Brian L Holman on behalf of Creditor Sharp Electronics Corporation b.holman@musickpeeler.com

Richard L. Hyde on behalf of Interested Party Courtesy NEF richard@amintalati.com

Razmig Izakelian on behalf of Counter-Defendant OHP-CDR, LP razmigizakelian@quinnemanuel.com

Razmig Izakelian on behalf of Counter-Defendant PurchaseCo 80, LLC

razmigizakelian@quinnemanuel.com

Razmig Izakelian on behalf of Creditor OHP-CDR, LP razmigizakelian@quinnemanuel.com

Razmig Izakelian on behalf of Plaintiff OHP-CDR, LP razmigizakelian@quinnemanuel.com

Razmig Izakelian on behalf of Plaintiff PurchaseCo 80, LLC razmigizakelian@quinnemanuel.com

Joon M Khang on behalf of Attorney Khang & Khang LLP joon@khanglaw.com

Joon M Khang on behalf of Debtor The Litigation Practice Group P.C. joon@khanglaw.com

Ira David Kharasch on behalf of Interested Party Ad Hoc Consumer Claimants Committee ikharasch@pszjlaw.com

Ira David Kharasch on behalf of Interested Party Courtesy NEF ikharasch@pszjlaw.com

Meredith King on behalf of Defendant Gallant Law Group mking@fsl.law, ssanchez@fsl.law;jwilson@fsl.law

Meredith King on behalf of Interested Party Courtesy NEF mking@fsl.law, ssanchez@fsl.law;jwilson@fsl.law

Nicholas A Koffroth on behalf of Creditor Committee Committee of Unsecured Creditors nkoffroth@foxrothschild.com, khoang@foxrothschild.com

David S Kupetz on behalf of Defendant Marich Bein, LLC David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com

David S Kupetz on behalf of Interested Party Courtesy NEF David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com

Christopher J Langley on behalf of Interested Party Courtesy NEF chris@slclawoffice.com, omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com

Matthew A Lesnick on behalf of Defendant OptimumBank Holdings, Inc. matt@lesnickprince.com, matt@ecf.inforuptcy.com;jmack@lesnickprince.com

Daniel A Lev on behalf of Defendant Consumer Legal Group, PC daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com

Daniel A Lev on behalf of Defendant LGS Holdco, LLC daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com

Daniel A Lev on behalf of Interested Party Consumer Legal Group, P.C. daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com

Daniel A Lev on behalf of Interested Party Courtesy NEF daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com

Daniel A Lev on behalf of Interested Party Liberty Acquisitions Group Inc.

daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com

Britteny Leyva on behalf of Interested Party Revolv3, Inc. bleyva@mayerbrown.com,

2396393420@filings.docketbird.com;KAWhite@mayerbrown.com;ladocket@mayerbrown.com

Michael D Lieberman on behalf of Creditor Phillip A. Greenblatt, PLLC mlieberman@lipsonneilson.com

Yosina M Lissebeck on behalf of Counter-Claimant Richard A. Marshack Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com

Yosina M Lissebeck on behalf of Defendant Richard A. Marshack Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com

Yosina M Lissebeck on behalf of Plaintiff Richard A. Marshack Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com

Yosina M Lissebeck on behalf of Trustee Richard A Marshack (TR) Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com

Mitchell B Ludwig on behalf of Creditor Fundura Capital Group mbl@kpclegal.com, kad@kpclegal.com

Daniel S March on behalf of Defendant Daniel S. March marchlawoffice@gmail.com, marchdr94019@notify.bestcase.com

Kathleen P March on behalf of Creditor Greyson Law Center PC kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Kathleen P March on behalf of Creditor Han Trinh kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Kathleen P March on behalf of Creditor Phuong (Jayde) Trinh kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Kathleen P March on behalf of Defendant Greyson Law Center PC kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Kathleen P March on behalf of Defendant Han Trinh kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Kathleen P March on behalf of Defendant Jayde Trinh kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net

Mark J Markus on behalf of Creditor David Orr bklawr@bklaw.com, markjmarkus@gmail.com;markus.markj.r112926@notify.bestcase.com

Richard A Marshack (TR) pkraus@marshack@iq7technology.com;ecf.alert+Marshack@titlexi.com

Laila Masud on behalf of Interested Party Courtesy NEF Imasud@marshackhays.com, Imasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Courtesy NEF Imasud@marshackhays.com, Imasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Richard A. Marshack

Imasud@marshackhays.com, Imasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Richard Marshack Imasud@marshackhays.com, Imasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Trustee Richard A Marshack (TR) lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Kenneth Misken on behalf of U.S. Trustee United States Trustee (SA) Kenneth.M.Misken@usdoj.gov

Byron Z Moldo on behalf of Interested Party Byron Moldo bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,dperez@ecjlaw.com

Glenn D. Moses on behalf of Creditor ADP, Inc gmoses@venable.com, cascavone@venable.com;ipmalcolm@venable.com;jadelgado@venable.com

Alan I Nahmias on behalf of Interested Party Courtesy NEF anahmias@mbn.law, jdale@mbn.law

Victoria Newmark on behalf of Interested Party Courtesy NEF vnewmark@pszjlaw.com

Queenie K Ng on behalf of U.S. Trustee United States Trustee (SA) queenie.k.ng@usdoj.gov

Keith C Owens on behalf of Creditor Committee Committee of Unsecured Creditors kowens@foxrothschild.com, khoang@foxrothschild.com

Lisa Patel on behalf of Defendant OptimumBank Holdings, Inc. lpatel@lesnickprince.com, jmack@lesnickprince.com;jnavarro@lesnickprince.com

Michael R Pinkston on behalf of Creditor Wells Marble and Hurst, PLLC rpinkston@seyfarth.com,

jmcdermott@seyfarth.com, sfocalendar@seyfarth.com, 5314522420@fillings.docketbird.com, bankruptcydocket@seyfarth.com

Douglas A Plazak on behalf of Defendant Scott James Eadie dplazak@rhlaw.com

Daniel H Reiss on behalf of Defendant Touzi Capital, LLC dhr@Inbyg.com, dhr@ecf.inforuptcy.com

Daniel H Reiss on behalf of Defendant Eng Taing dhr@lnbyg.com, dhr@ecf.inforuptcy.com

Ronald N Richards on behalf of Defendant Consumer Legal Group, PC ron@ronaldrichards.com, 7206828420@filings.docketbird.com

Ronald N Richards on behalf of Interested Party Courtesy NEF ron@ronaldrichards.com, 7206828420@filings.docketbird.com

Kevin Alan Rogers on behalf of Creditor Wells Marble and Hurst, PLLC krogers@wellsmar.com

Gregory M Salvato on behalf of Creditor Mari Agape gsalvato@salvatoboufadel.com, calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcv.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Gregory M Salvato on behalf of Interested Party Courtesy NEF gsalvato@salvatoboufadel.com, calendar@salvatolawoffices.com; jboufadel@salvatoboufadel.com; gsalvato@ecf. inforuptcy.com, and the contraction of the contr

Olivia Scott on behalf of Creditor Azzure Capital LLC olivia.scott3@bclplaw.com

Olivia Scott on behalf of Creditor Hi Bar Capital LLC olivia.scott3@bclplaw.com

Jonathan Serrano on behalf of Plaintiff Richard A. Marshack jonathan.serrano@dinsmore.com

Jonathan Serrano on behalf of Trustee Richard A Marshack (TR) jonathan.serrano@dinsmore.com

Maureen J Shanahan on behalf of Creditor Randall Baldwin Clark Attorney at Law PLLC Mstotaro@aol.com

Paul R Shankman on behalf of Attorney Paul R. Shankman PShankman@fortislaw.com, info@fortislaw.com

Paul R Shankman on behalf of Creditor United Partnerships, LLC PShankman@fortislaw.com, info@fortislaw.com

Zev Shechtman on behalf of Interested Party Danning Gill Israel & Krasnoff LLP zs@DanningGill.com, danninggill@gmail.com;zshechtman@ecf.inforuptcy.com

Zev Shechtman on behalf of Interested Party Morning Law Group, P.C. zs@DanningGill.com, danninggill@gmail.com;zshechtman@ecf.inforuptcy.com

Leslie Skorheim on behalf of U.S. Trustee United States Trustee (SA) leslie.skorheim@usdoj.gov

Adam D Stein-Sapir on behalf of Creditor Pioneer Funding Group, LLC info@pfllc.com

Howard Steinberg on behalf of Defendant BankUnited, N.A. steinbergh@gtlaw.com, pearsallt@gtlaw.com;NEF-BK@gtlaw.com;howard-steinberg-6096@ecf.pacerpro.com

Andrew Still on behalf of Creditor Alteryx, Inc. astill@swlaw.com, kcollins@swlaw.com

Andrew Still on behalf of Interested Party Courtesy NEF astill@swlaw.com, kcollins@swlaw.com

Michael R Totaro on behalf of Interested Party Randall Baldwin Clark Ocbkatty@aol.com

United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

Sharon Z. Weiss on behalf of Creditor Azzure Capital LLC sharon.weiss@bclplaw.com, raul.morales@bclplaw.com,REC\_KM\_ECF\_SMO@bclplaw.com Sharon Z. Weiss on behalf of Creditor Hi Bar Capital LLC sharon.weiss@bclplaw.com, raul.morales@bclplaw.com,REC KM ECF SMO@bclplaw.com

Sharon Z. Weiss on behalf of Defendant Azzure Capital LLC sharon.weiss@bclplaw.com, raul.morales@bclplaw.com,REC\_KM\_ECF\_SMO@bclplaw.com

Johnny White on behalf of Creditor Debt Relief Group, LLC JWhite@wrslawyers.com, jlee@wrslawyers.com

Johnny White on behalf of Interested Party Courtesy NEF JWhite@wrslawyers.com, jlee@wrslawyers.com